

UNITED EMPLOYEES LAW GROUP, P.C.

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UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF CALIFORNIA

**CHRISTOPHER CLARK and JAMES
RENICK**

Plaintiff(s),

vs.

**CHASE HOME FINANCE, LLC; a
Delaware Corporation doing business in
California; CHASE MANHATTAN
MORTGAGE CORPORATION, a New
Jersey Corporation doing business in
California; JAMES BOUDREAU, an
individual; and DOES 1-25,
Defendant(s).**

Case No. 08-CV-0500 JM RBB
(San Diego County Superior Court
Case No. 37-2007-00883 776-CU-OE-
CTL)

**DECLARATION OF CHRISTOPHER
CLARK IN SUPPORT OF
PLAINTIFF'S OPPOSITION TO
DEFENDANT'S MOTION FOR
JUDGMENT ON THE PLEADINGS,
OR IN THE ALTERNATIVE FOR
PARTIAL SUMMARY JUDGMENT**

DECLARATION OF CHRISTOPHER

I, CHRISTOPHER CLARK, hereby declare and state as follows:

1. I am a Plaintiff in this action and as such I have personal knowledge of the facts set forth herein. If called upon to testify as a witness, I could and would testify competently thereto.

2. I was employed by Defendants as a Sr. Tech Analyst continuously from around 1997 until on or about July 15, 2005.

3. During my tenure with Defendants I routinely worked in excess of eight (8) hours per day and forty (40) hours per week, all without receiving proper compensation, including without limitation overtime and/or double-time pay.

4. On or about June 15, 2008, I executed a "Release Agreement" ("Agreement") that was provided to me by Defendants, purporting to be a general release of all known and unknown claims that I may have against Defendants.

5. At the time I signed the Agreement, I had no knowledge that I was entitled to the overtime wages I claim in this lawsuit. Accordingly, there was no dispute over wages at the time I executed the agreement.

6. Had I been aware that I was entitled to the overtime wages and penalties that I claim in this lawsuit at the time I executed the Agreement, I would have not executed the Agreement, notwithstanding the inclusion of a severance payment.

I declare under penalty of perjury under the law of the United States of America, that the foregoing is true and correct. Executed this 15 day of May, 2008, in the City of San Diego, California.



CHRISTOPHER CLARK
DECLARANT